

**ENTERED**TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 17, 2010

  
 United States Bankruptcy Judge

SHAWN K. BRADY  
 MESSER, CAMPBELL & BRADY, L.L.P.  
 6351 PRESTON ROAD  
 SUITE 350  
 FRISCO, TEXAS 75034  
 (972) 424-7200 TELEPHONE  
 (972) 424-7244 FACSIMILE

ATTORNEY FOR 21<sup>ST</sup> MORTGAGE CORPORATION

UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 ABILENE DIVISION

IN RE:	§	CASE NO. 08-10437-RLJ13
	§	
LARRY ALAN CHAMBERLAIN and	§	VIDEO HEARING: MAY 12, 2010
BRENDA JOYCE CHAMBERLAIN	§	AT 11:00 A.M.
	§	
DEBTORS.	§	CHAPTER 13

**AGREED ORDER ON RELIEF FROM STAY**

**CAME ON** for consideration the Motion for Relief from Stay filed by 21<sup>st</sup> Mortgage Corporation, successor in interest to CIT Group/Sales Financing, Inc. The Court, taking into consideration the agreement between Movant and Debtors, enters the following orders:

**ORDERED, ADJUDGED AND DECREED** that Debtors shall provide to 21st Mortgage

Corporation proof of current insurance covering the subject property in accordance with the terms

of the Retail Installment Contract - Security Agreement on or before June 1, 2010. Should the Debtors fail to provide 21st Mortgage Corporation with proof of insurance on or before June 1, 2010, then the §362 stay shall automatically lift without any further action of this Court; moreover, it is

**ORDERED, ADJUDGED AND DECREED** that in the event the Debtors default in their plan payments to the Chapter 13 Trustee or in future payments under the terms of that certain Retail Installment Contract regarding the subject property, to wit, 1997 Saturn Housing LLC “Saturn” manufactured home, 30' x 72', Serial Numbers SH011540097A and SH011540097B; HUD Label/Seal Numbers PFS0464599 and PFS0464600, together with all furnishings, equipment, appliances and accessories listed in the contract at the time of purchase, or default under any provision of the contract, or fail to provide proof of insurance or payments for force-placed insurance in the future, or payments for taxes owing in connection with the subject property, then 21st Mortgage Corporation shall deliver by certified mail, return receipt requested, a Notice of Default and Right to Cure and provide the Debtors ten (10) days to cure any default, said Notice being delivered to the Debtors at 10000 CR 367, Early, Texas 76802, and to their attorney, Larry Reed Lewis, Monte J. White & Associates, P.C., 402 Cypress, Suite 310, Abilene, Texas 79601. Should the Debtors fail to cure the default within the ten (10) day grace period allowed by the Notice of Default and Right to Cure, then the §362 stay shall lift without further action of this Court.

No more than two (2) Notices of Default and Right to Cure must be delivered within any

twelve (12) month calendar, and therefore, in the event of a third default within a twelve (12) month calendar, the §362 stay shall automatically lift without necessity of delivering Notice of Default and Right to Cure or further action of this Court. It is further

**ORDERED, ADJUDGED AND DECREED**, that, if necessary, Movant shall be allowed to file an Amended Proof of Claim for any deficiency resulting after remarketing of the property described herein. It is finally,

**ORDERED, ADJUDGED AND DECREED**, that this Order is not stayed per Bankruptcy Rule 4001(a)(3).

###END OF ORDER###  
MESSER, CAMPBELL & BRADY, L.L.P.  
Shawn K. Brady  
6351 Preston Rd.  
Suite 350  
Frisco, Texas 75034  
(972) 424-7200 Telephone  
(972) 424-7244 Facsimile  
[sbrady@mcblawfirm.net](mailto:sbrady@mcblawfirm.net) E-mail

**AGREED:**

/s/ Shawn K. Brady  
SHAWN K. BRADY

Texas Bar No. 00787126

Attorney for 21st Mortgage Corporation

/s/ Pamela J. Chaney  
PAMELA J. CHANEY  
Texas Bar No. 24006983

Attorney for Debtors